

In re:
The Litigation Practice Group P.C.
Debtor

Case No. 23-10571-SC
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0973-8
Date Rcvd: Jul 20, 2023

User: admin
Form ID: pdf042

Page 1 of 5
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 22, 2023:

Recip ID	Recipient Name and Address
db	#+ The Litigation Practice Group P.C., 17542 17th St, Suite 100, Tustin, CA 92780-1981

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 22, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 20, 2023 at the address(es) listed below:

Name	Email Address
Alan Craig Hochheiser	on behalf of Creditor City Capital NY ahochheiser@mauricewutscher.com arodriguez@mauricewutscher.com
Alan I Nahmias	on behalf of Interested Party Courtesy NEF anahmias@mbn.law jdale@mbnlawyers.com
Andrew Still	on behalf of Interested Party Courtesy NEF astill@swlaw.com kcollins@swlaw.com
Andrew Still	on behalf of Creditor Alteryx Inc. astill@swlaw.com, kcollins@swlaw.com
Byron Z Moldo	on behalf of Interested Party Byron Moldo bmoldo@ecjlaw.com amatsuoka@ecjlaw.com,dperez@ecjlaw.com

District/off: 0973-8

User: admin

Page 2 of 5

Date Rcvd: Jul 20, 2023

Form ID: pdf042

Total Noticed: 1

Christopher Celentino	on behalf of Plaintiff Richard A. Marshack christopher.celentino@dinsmore.com caron.burke@dinsmore.com
Christopher Celentino	on behalf of Trustee Richard A Marshack (TR) christopher.celentino@dinsmore.com caron.burke@dinsmore.com
Christopher Ghio	on behalf of Plaintiff Richard A. Marshack christopher.ghio@dinsmore.com Kristina.Heller@Dinsmore.com
Christopher Ghio	on behalf of Trustee Richard A Marshack (TR) christopher.ghio@dinsmore.com Kristina.Heller@Dinsmore.com
Christopher J Langley	on behalf of Interested Party Courtesy NEF chris@slclawoffice.com omar@slclawoffice.com;langleycr75251@notify.bestcase.com;ecf123@casedriver.com
D Edward Hays	on behalf of Trustee Richard A Marshack (TR) ehays@marshackhays.com ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
D Edward Hays	on behalf of Interested Party Courtesy NEF ehays@marshackhays.com ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
Daniel A Edelman	on behalf of Creditor Carolyn Beech dedelman@edcombs.com courtecl@edcombs.com
Daniel A Lev	on behalf of Interested Party Liberty Acquisitions Group Inc. daniel.lev@gmlaw.com cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
Daniel A Lev	on behalf of Interested Party Consumer Legal Group P.C. daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
Daniel A Lev	on behalf of Interested Party Courtesy NEF daniel.lev@gmlaw.com cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
David S Kupetz	on behalf of Defendant Marich Bein LLC David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
David S Kupetz	on behalf of Interested Party Courtesy NEF David.Kupetz@lockelord.com mylene.ruiz@lockelord.com
Douglas A Plazak	on behalf of Defendant Han Trinh dplazak@rhlaw.com
Douglas A Plazak	on behalf of Defendant Greyson Law Center PC dplazak@rhlaw.com
Douglas A Plazak	on behalf of Defendant Scott James Eadie dplazak@rhlaw.com
Douglas A Plazak	on behalf of Defendant Jayde Trinh dplazak@rhlaw.com
Eric Bensamochan	on behalf of Creditor Oxford Knox LLC eric@eblawfirm.us, G63723@notify.cincompass.com
Eric Bensamochan	on behalf of Interested Party Eric Bensamochan eric@eblawfirm.us G63723@notify.cincompass.com
Eric Bensamochan	on behalf of Interested Party Courtesy NEF eric@eblawfirm.us G63723@notify.cincompass.com
Eric Bensamochan	on behalf of Creditor Affirma LLC eric@eblawfirm.us, G63723@notify.cincompass.com
Garrick A Hollander	on behalf of Creditor MC DVI Fund 1 LLC ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
Garrick A Hollander	on behalf of Creditor Debt Validation Fund II LLC ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
Garrick A Hollander	on behalf of Creditor MC DVI Fund 2 LLC ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
Gregory M Salvato	on behalf of Interested Party Courtesy NEF gsalvato@salvatoboufadel.com calendar@salvatolawoffices.com;jboufadel@salvatoboufadel.com;gsalvato@ecf.inforuptcy.com

District/off: 0973-8

User: admin

Page 3 of 5

Date Rcvd: Jul 20, 2023

Form ID: pdf042

Total Noticed: 1

Gregory M Salvato

on behalf of Creditor Mari Agape gsalvato@salvatoboufadel.com
calendar@salvatolawoffices.com;jboufadel@salvatoboufadel.com;gsalvato@ecf.inforuptcy.com

Howard Steinberg

on behalf of Defendant BankUnited N.A. steinbergh@gtlaw.com,
pearsallt@gtlaw.com;howard-steinberg-6096@ecf.pacerpro.com

Ira David Kharasch

on behalf of Interested Party Ad Hoc Consumer Claimants Committee ikharasch@pszjlaw.com

Ira David Kharasch

on behalf of Interested Party Courtesy NEF ikharasch@pszjlaw.com

Jeffrey I Golden

on behalf of Creditor Anaheim Ducks Hockey Club LLC jgolden@go2.law,
kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wglp.com;gestrada@wglp.com;golden.jeffreyi.b117954@notify.b
estcase.com

Jeffrey I Golden

on behalf of Creditor Anaheim Arena Management LLC jgolden@go2.law,
kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wglp.com;gestrada@wglp.com;golden.jeffreyi.b117954@notify.b
estcase.com

Jeffrey I Golden

on behalf of Interested Party Courtesy NEF jgolden@go2.law
kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wglp.com;gestrada@wglp.com;golden.jeffreyi.b117954@notify.b
estcase.com

Jenny L Doling

on behalf of Interested Party National Consumer Bankruptcy Rights Center jd@jdl.law
dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com

Jenny L Doling

on behalf of Interested Party INTERESTED PARTY jd@jdl.law
dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com

Jenny L Doling

on behalf of Interested Party National Association of Consumer Bankruptcy Attorneys jd@jdl.law
dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com

Johnny White

on behalf of Creditor Debt Relief Group LLC JWhite@wrslawyers.com, jlee@wrslawyers.com

Johnny White

on behalf of Interested Party Courtesy NEF JWhite@wrslawyers.com jlee@wrslawyers.com

Jonathan Serrano

on behalf of Trustee Richard A Marshack (TR) jonathan.serrano@dinsmore.com

Jonathan Serrano

on behalf of Plaintiff Richard A. Marshack jonathan.serrano@dinsmore.com

Joon M Khang

on behalf of Debtor The Litigation Practice Group P.C. joon@khanglaw.com

Keith C Owens

on behalf of Creditor Committee Committee of Unsecured Creditors kowens@foxrothschild.com khoang@foxrothschild.com

Kenneth Miskin

on behalf of U.S. Trustee United States Trustee (SA) Kenneth.M.Miskin@usdoj.gov

Laila Masud

on behalf of Interested Party Richard A. Marshack lmasud@marshackhays.com
lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud

on behalf of Plaintiff Richard Marshack lmasud@marshackhays.com lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud

on behalf of Trustee Richard A Marshack (TR) lmasud@marshackhays.com
lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud

on behalf of Interested Party Courtesy NEF lmasud@marshackhays.com
lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Leslie Skorheim

on behalf of U.S. Trustee United States Trustee (SA) leslie.skorheim@usdoj.gov

Leslie A Cohen

on behalf of Interested Party Courtesy NEF leslie@lesliecohenlaw.com jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

District/off: 0973-8

User: admin

Page 4 of 5

Date Rcvd: Jul 20, 2023

Form ID: pdf042

Total Noticed: 1

Meredith King	on behalf of Interested Party Courtesy NEF mking@fsl.law ssanchez@fsl.law;jwilson@fsl.law
Michael D Lieberman	on behalf of Creditor Phillip A. Greenblatt PLLC mlieberman@lipsonneilson.com
Michael F Chekian	on behalf of Interested Party Michael Chekian mike@cheklaw.com chekianmr84018@notify.bestcase.com
Nicholas A Koffroth	on behalf of Creditor Committee Committee of Unsecured Creditors nkoffroth@foxrothschild.com khoang@foxrothschild.com
Olivia Scott	on behalf of Creditor Hi Bar Capital LLC olivia.scott3@bclplaw.com
Olivia Scott	on behalf of Creditor Azzure Capital LLC olivia.scott3@bclplaw.com
Paul R Shankman	on behalf of Creditor United Partnerships LLC PShankman@fortislaw.com, info@fortislaw.com
Paul R Shankman	on behalf of Attorney Paul R. Shankman PShankman@fortislaw.com info@fortislaw.com
Peter W Bowie	on behalf of Trustee Richard A Marshack (TR) peter.bowie@dinsmore.com caron.burke@dinsmore.com
Queenie K Ng	on behalf of U.S. Trustee United States Trustee (SA) queenie.k.ng@usdoj.gov
Randall Baldwin Clark	on behalf of Interested Party Randall Baldwin Clark rbc@randallbclark.com
Razmig Izakelian	on behalf of Creditor OHP-CDR LP razmigizakelian@quinnemanuel.com
Richard A Marshack (TR)	pkraus@marshackhays.com rmarshack@iq7technology.com;ecf.alert+Marshack@titlexi.com
Richard H Golubow	on behalf of Creditor Debt Validation Fund II LLC rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
Richard H Golubow	on behalf of Creditor MC DVI Fund 1 LLC rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
Richard H Golubow	on behalf of Creditor MC DVI Fund 2 LLC rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
Ronald K Brown	on behalf of Creditor SDCO Tustin Executive Center Inc. ron@rkbrownlaw.com
Ronald N Richards	on behalf of Defendant Consumer Legal Group PC ron@ronaldrichards.com, 7206828420@filings.docketbird.com
Ronald N Richards	on behalf of Interested Party Courtesy NEF ron@ronaldrichards.com 7206828420@filings.docketbird.com
Sharon Z. Weiss	on behalf of Creditor Azzure Capital LLC sharon.weiss@bclplaw.com raul.morales@bclplaw.com,REC_KM_ECF_SMO@bclplaw.com
Sharon Z. Weiss	on behalf of Creditor Hi Bar Capital LLC sharon.weiss@bclplaw.com raul.morales@bclplaw.com,REC_KM_ECF_SMO@bclplaw.com
Shawn M Christianson	on behalf of Interested Party Courtesy NEF cmcintire@buchalter.com schristianson@buchalter.com
Teri T Pham	on behalf of Attorney Teri Pham tpham@epglawyers.com ttpassistant@epglawyers.com
United States Trustee (SA)	ustpregion16.sa.ecf@usdoj.gov
Victoria Newmark	on behalf of Interested Party Courtesy NEF vnewmark@pszjlaw.com
Yosina M Lissebeck	on behalf of Trustee Richard A Marshack (TR) Yosina.Lissebeck@Dinsmore.com caron.burke@dinsmore.com

District/off: 0973-8

User: admin

Page 5 of 5

Date Rcvd: Jul 20, 2023

Form ID: pdf042

Total Noticed: 1

TOTAL: 79

1 Christopher B. Ghio (State Bar No. 259094)
2 Christopher Celentino (State Bar No. 131688)
3 Jeremy B. Freedman (State Bar No. 308752)
4 Jonathan Serrano (State Bar No. 333225)
5 DINSMORE & SHOHL LLP
6 655 West Broadway, Suite 800
7 San Diego, CA 92101
8 Telephone: 619.400.0500
9 Facsimile: 619.400.0501
10 christopher.ghio@dinsmore.com
11 christopher.celentino@dinsmore.com
12 jeremy.freedman@dinsmore.com
13 jonathan.serrano@dinsmore.com

14 Special Counsel to Richard A. Marshack,
15 Chapter 11 Trustee

16 UNITED STATES BANKRUPTCY COURT
17 CENTRAL DISTRICT OF CALIFORNIA
18 SANTA ANA DIVISION

19 In re:

20 THE LITIGATION PRACTICE GROUP P.C.,
21 Debtor.

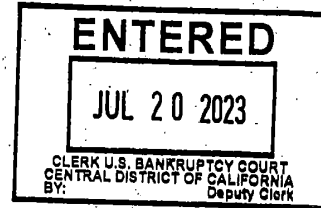
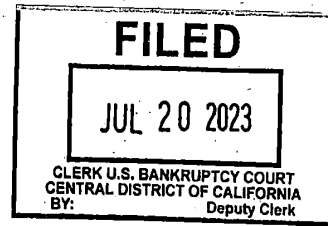
Case No. 8:23-bk-10571-SC

Chapter 11

**SECOND INTERIM ORDER GRANTING
(A) EMERGENCY SUPERPRIORITY
FINANCING BY THE CHAPTER 11
TRUSTEE AND SUPERPRIORITY
ADMINISTRATIVE EXPENSE CLAIM
PURSUANT TO 11 U.S.C. § 364; AND
(B) SETTING FINAL HEARING**

Date: July 19, 2023
Time: 1:30 p.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 West Fourth Street
Santa Ana, CA 92701

22 On July 19, 2023, on the 1:30 p.m. calendar, in Courtroom 5C of the United States
23 Bankruptcy Court, located at 411 West Fourth Street, Santa Ana, California 92701, the Honorable
24
25
26
27
28



1 Scott C. Clarkson, United States Bankruptcy Judge, conducted a hearing on the *Trustee's Notice of*
2 *Motion and Emergency Motion (I) for Entry of Second Interim Order: (A) Authorizing The Trustee*
3 *to Obtain Additional Post-Petition Financing and Superpriority Administrative Expense Claim*
4 *Pursuant to 11 U.S.C. § 364; and (B) Setting Final Hearing; and Pursuant to Final Hearing, (II) for*
5 *Entry of Final Order Approving Post-Petition Financing on a Final Basis* (the "Motion") filed by
6 Richard A. Marshack, the Chapter 11 Trustee (the "Trustee") for the bankruptcy estate (the "Estate")
7 of The Litigation Practice Group P.C. (the "Debtor"), in the above-captioned bankruptcy case.

8 The Court, having considered the Motion, all pleadings filed in support of, and in opposition
9 to, the Motion, good cause appearing, and for the reasons stated on the record and in the Motion:

- 10 1. Grants the Motion as modified at the hearing and as set forth herein;
- 11 2. Approves the terms of that certain (a) Amended Super-Priority Promissory Note with
12 Resolution Ventures, which is attached as Exhibit 3 to the Trustee's Declaration in support of the
13 Motion (the "RV Note"); and (b) Super-Priority Promissory Note with PanAmerican Consulting
14 Inc. (the "PanAm Note" and, together with the RV Note, the "Notes");
- 15 3. Authorizes the Trustee to borrow, and Resolution Ventures and PanAmerican
16 Consulting Inc. (together, the "Lenders") to advance, the amounts set forth in the Notes as follows:
 - 17 a. With regards to the RV Note, up to \$250,336.02 at an interest rate of 8% per
18 annum, with the full balance, including all accrued interest, due and payable in one (1) year from
19 the Start Date (as defined in the RV Note), with payments first credited to interest due and any
20 remainder credited to principal, as provided under the RV Note, subject to the terms of this Order;
21 and
 - 22 b. With regards to the PanAm Note, \$249,663.98 at an interest rate of 8% per
23 annum, with the full balance, including all accrued interest, due and payable in one (1) year from
24 the Start Date (as defined in the PanAM Note), with payments first credited to interest due and any
25 remainder credited to principal, as provided under the PanAm Note, subject to the terms of this
26 Order; provided, further, as set forth in open court, to the extent that lender PanAmerican Consulting
27 Inc. executes an Asset Purchase Agreement and qualifies as an overbidder at the Sale Hearing
28 currently scheduled for July 21, 2023 at 10:00 a.m., the Deposit set forth in said qualified application

1 may be reduced by the amount of \$249,663.98 without penalty to the overbid process;

2 4. Authorizes the Trustee to execute and deliver to the Lenders the Notes and all other
3 loan documents required to be executed and delivered under the Notes;

4 5. Authorizes the Trustee and counsel acting on behalf of the Trustee to take any such
5 actions that may be necessary to implement the Notes and borrow funds under the Notes as approved
6 in this Order;

7 6. Finds that the Trustee, on behalf of the Debtor and the Estate, is unable to find
8 sufficient financing from sources other than the Lenders on terms more favorable than the terms for
9 the Notes;

10 7. Finds that immediate financing is critical for the Debtor's Estate to continue
11 operations in the ordinary course, and that the Notes, the Trustee's entry into the financing
12 arrangements, and related relief are necessary to avoid immediate and irreparable harm to the
13 Debtor's Estate, its employees, and all parties in interest; and that the Notes are the best source of
14 financing available to the Debtor's Estate under the circumstances and was entered into in good
15 faith and at arm's length;

16 8. Find that the terms of the Notes and this Order are fair and reasonable and are
17 supported by reasonably equivalent value and fair consideration;

18 9. Finds that the Trustee's agreement to the terms of the Notes on behalf of the Debtor's
19 Estate is a sound exercise of business judgment and should be approved as set forth herein;

20 10. Authorizes the Trustee to enter into any non-material amendment or modification to
21 the Notes, without further order of this Court, provided that any such non-material amendment or
22 modification is set forth in writing and signed by the Trustee and the Lenders, and provided that the
23 Trustee provides notice of any such amendment or modification to the Court, the Office of the
24 United States Trustee, and the Official Committee of Unsecured Creditors;

25 11. Authorizes the Trustee to use funds advanced under the Notes on the terms and
26 conditions set forth herein, provided that all such funds are used to pay payroll and other operating
27 expenses solely;

28 12. Grants the Lenders an allowed superpriority administrative claim pursuant to section

1 364(c)(1) of the Bankruptcy Code, having priority in right of payment over any and all other
2 administrative expenses or priority claims;

3 13. Subrogates the Lenders' claim, on account of funding payroll, to the administrative
4 expense claims otherwise held by employees that have provided post-petition services since the
5 Trustee has served the Court's TRO and taken control of operations;

6 14. Requires the approval and authorization of the Trustee for paying any and all
7 expenses; or, in the event the Trustee is unavailable, requires the approval and authorization from
8 Lori Ensley or one of the Trustee's law firm partners, Ed Hays, David Wood, or Laila Masud, for
9 paying any and all expenses;

10 15. Directs that all ordinary business expenses approved by the Trustee shall be paid for
11 by a trustee check;

12 16. Finds that the Notes and this Order were negotiated in good faith and at arm's length
13 among the Trustee and the Lenders;

14 17. Finds that the financing provided under the Notes shall be deemed to have been
15 extended in good faith and for valid business purposes and uses within the meaning of section 364(e)
16 of the Bankruptcy Code;

17 18. Finds that there is no stay of this Order, including no stay pursuant to Rule 6004(h)
18 of the Federal Rules of Bankruptcy Procedure (to the extent applicable);

19 19. Sets a final hearing on the Motion for August 10, 2023 at 10:00a.m.; and

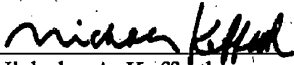
20 *[Remainder of Page Intentionally Left Blank]*
21
22
23
24
25
26
27
28

1 20. Retains jurisdiction with the Court with respect to all matters arising from or related
2 to the implementation of this Order.

3 **IT IS SO ORDERED.**


4
5 Official Committee of Unsecured Creditors

Date: July 20, 2023

6 
7 Nicholas A. Koffroth
8 Fox Rothschild LLP
9 10250 Constellation Blvd., Suite 900
 Los Angeles, CA 90067

10
11 ###
12
13
14
15
16
17

18
19 Dated: 7/20/2023

20 
21 Scott C. Clarkson
22 United States Bankruptcy Judge
23
24
25
26
27
28

**AMENDED SUPER-PRIORITY
PROMISSORY NOTE**

This amended super priority promissory note ("Note") is made by and between Richard A. Marshack, solely in his capacity as the Chapter 11 Trustee ("Trustee") of THE LITIGATION PRACTICE GROUP P.C., ("Borrower" or "Estate") in Bankruptcy Case No. 8:23-bk-10571-SC ("Bankruptcy Case") currently pending in the Central District of California, Santa Ana Division ("Bankruptcy Court") and ~~RESOLUTION VENTURES~~ Lender").

Paramerican Counseling LLC
1. LOAN: On July 20, 2023 ("Start Date"), Lender shall loan, and Borrower promises to pay back, the principal sum of TWO HUNDRED ~~FIFTY THOUSAND THREE HUNDRED THIRTY~~ *Twenty* DOLLARS AND TWO CENTS (~~\$253,300.02~~) with interest accruing on the unpaid balance at a *Five* rate of EIGHT percent (8%) per annum, beginning as of the Start Date.
249,663.98

2. DUE DATE: The balance of distributed funds under this Note, including all accrued interest, if not earlier paid, is due and payable in ONE (1) year from the Start Date ("Due Date").

3. PRIORITY: This Note, in an amount of funds distributed to the Estate, shall be entitled to super administrative priority pursuant 11 U.S.C. § 364(c) (without prejudice for the Estate to obtain other super administrative priority loans).

4. ALLOCATION OF PAYMENTS: Payments shall be first credited to interest due and any remainder will be credited to principal.

5. WAIVER OF PRESENTMENTS: Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

6. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

7. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

8. CONFLICTING TERMS: The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

9. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

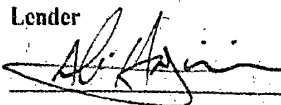
10. TRUSTEE CAPACITY. Trustee is executing this Note solely in his capacity as the Chapter 11 Trustee in the Bankruptcy Case and under no circumstances will Trustee or any

entity in which he is a member, including Marshack Hays LLP, have any personal liability for this Note, or any obligations under this Note.

11. VENUE AND JURISDICTION. Any dispute relating to this Note is subject to the exclusive jurisdiction and venue of the Bankruptcy Court where the Case is pending.

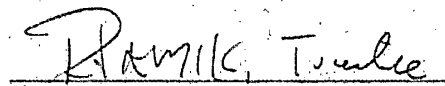
12. GOVERNING LAW: This note shall be governed under the laws in the State of California as applied by the Bankruptcy Court.

Lender


Ali Hays, Managing Director
Panasonic Consulting, LLC

Date 7/19/2023

Borrower


Richard A. Marshack ("Trustee"),
solely in his capacity as the Chapter 11 Trustee of
THE LITIGATION PRACTICE GROUP P.C.
870 Roosevelt
Irvine, CA 92620

Date 7-19-23

**AMENDED SUPER-PRIORITY
PROMISSORY NOTE**

This amended super priority promissory note ("Note") is made by and between Richard A. Marshack, solely in his capacity as the Chapter 11 Trustee ("Trustee") of THE LITIGATION PRACTICE GROUP P.C., ("Borrower" or "Estate") in Bankruptcy Case No. 8:23-bk-10571-SC ("Bankruptcy Case") currently pending in the Central District of California, Santa Ana Division ("Bankruptcy Court") and RESOLUTION VENTURES ("Lender").

1. LOAN: On July __, 2023 ("Start Date"), Lender shall loan, and Borrower promises to pay back, the principal sum of TWO HUNDRED FIFTY THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND TWO CENTS (\$250,336.02) with interest accruing on the unpaid balance at a rate of EIGHT percent (8%) per annum, beginning as of the Start Date.

2. DUE DATE: The balance of distributed funds under this Note, including all accrued interest, if not earlier paid, is due and payable in ONE (1) year from the Start Date ("Due Date").

3. PRIORITY: This Note, in an amount of funds distributed to the Estate, shall be entitled to super administrative priority pursuant 11 U.S.C. § 364(c) (without prejudice for the Estate to obtain other super administrative priority loans).

4. ALLOCATION OF PAYMENTS: Payments shall be first credited to interest due and any remainder will be credited to principal.

5. WAIVER OF PRESENTMENTS: Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

6. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

7. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

8. CONFLICTING TERMS: The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

9. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

10. TRUSTEE CAPACITY. Trustee is executing this Note solely in his capacity as the Chapter 11 Trustee in the Bankruptcy Case and under no circumstances will Trustee or any

entity in which he is a member, including Marshack Hays LLP, have any personal liability for this Note, or any obligations under this Note.

11. VENUE AND JURISDICTION. Any dispute relating to this Note is subject to the exclusive jurisdiction and venue of the Bankruptcy Court where the Case is pending.

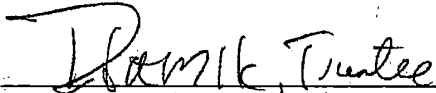
12. GOVERNING LAW: This note shall be governed under the laws in the State of California as applied by the Bankruptcy Court.

Lender



Date 7-19-23

Borrower



Richard A. Marshack ("Trustee"),
solely in his capacity as the Chapter 11 Trustee of
THE LITIGATION PRACTICE GROUP P.C.
870 Roosevelt
Irvine, CA 92620

Date 7-20-23